

# MODEL QDRO

## IAM NATIONAL 401(k) FUND

**This model is for informational purposes only. It does not represent all the alternatives available in drafting a QDRO, nor does it cover all of the issues that may arise relating to a QDRO. The parties to the order should consult with their attorneys to ensure that their intentions are accurately reflected in the order submitted to the Fund for review.**

In the \_\_\_\_\_ Court of \_\_\_\_\_,

State of \_\_\_\_\_

\_\_\_\_\_, Plaintiff )  
vs. ) Case No. \_\_\_\_\_  
\_\_\_\_\_, Defendant )

### QUALIFIED DOMESTIC RELATIONS ORDER

In accordance with the agreement of the parties, the following disposition is made of the Participant's account balance accrued through participation in the pension plan named below.

IAM National 401(k) Fund  
99 M Street, S.E.  
Suite 600  
Washington, D.C. 20003-3799

#### 1. Plan Participant Information:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date of Birth \_\_\_\_\_

Social Security Number \_\_\_\_\_  
(SSN may be provided under separate cover)

#### 2. Alternate Payee Information:

Name \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Date of Birth \_\_\_\_\_

Social Security Number \_\_\_\_\_  
(SSN may be provided under separate cover)

3. **Date of Marriage and Divorce:** The Participant and the Alternate Payee were married on \_\_\_\_\_, and were granted a divorce by order dated \_\_\_\_\_.
4. **Plan Information:** The name of the plan to which this Order applies is the IAM National 401(k) Fund (“Fund”). The Administrator of the Fund is the Fund’s Board of Trustees.
5. **Pursuant to State Domestic Relations Law:** This Order is entered according to the authority granted in the applicable domestic relations laws of [INSERT STATE OR U.S. TERRITORY].
6. **Assignment of Benefits to Alternate Payee:** This Order relates to the provision of marital property rights as a result of a Judgment of Divorce between the Participant and the Alternate Payee. This Order creates and recognizes the existence of an Alternate Payee’s right to receive a portion of the Participant’s benefits payable under the Fund. It is intended to constitute a Qualified Domestic Relations Order (“QDRO”) under Section 414(p) of the Internal Revenue Code and Section 206(d) of the Employee Retirement Income Security Act (ERISA).
7. **Formula for Determining Alternate Payee Benefit:** This Order assigns the Alternate Payee a portion of the Participant’s account under the Fund that would otherwise be payable to the Participant. The parties hereby direct the Fund to pay benefits to the Alternate Payee as follows [CHOOSE ONE]:
  - **Option 1:** \$ \_\_\_\_\_ or \_\_\_\_\_% of the Participant’s individual account balance under the Fund *as of the date this Order is determined to be a QDRO by the Fund.*
  - **Option 2:** \$ \_\_\_\_\_ or \_\_\_\_\_% of the Participant’s account balance accumulated under the Fund *as of \_\_\_\_\_ (or the closest valuation date thereto).*

For purposes of this Order, the Participant’s account balance includes all amounts maintained under all of the accounts and/or sub-accounts established on behalf of the Participant, including rollover and transfer contributions. The Participant’s account balance shall be determined after the account is reduced by the outstanding balance of any loans made from the Participant’s account, as of the valuation date specified above. The obligation to repay any loans from the Participant’s account remains with the Participant.

The Alternate Payee’s benefit will include investment gains and losses based on the investment options selected by the Participant, and administrative expenses assessed against the Participant’s account, as described in the Fund’s plan of benefits (“Plan”), until the date a separate account is established in the name of the Alternate Payee.

8. **Establishment of a Separate Account:** Once the order is determined by the Plan to be a QDRO, as defined by ERISA, the Fund will establish a separate account in the name of the Alternate Payee. The portion of the Participant’s account assigned to the Alternate Payee by this Order shall be allocated on a pro rata basis from all of the accounts and/or investment options under the Participant’s account. The Fund will segregate the portion of the Participant’s benefit assigned to the Alternate Payee by this Order into the Alternate Payee’s separate account. The Alternate Payee’s account will be established proportionately in the same investment options as the

Participant's account. The Alternate Payee may make subsequent investment selections as and when permitted under the terms of the Plan. On and after the date that this Order is deemed to be a QDRO, but before the Alternate Payee receives a total distribution under the Plan, the Alternate Payee shall be entitled to all of the rights and election privileges that are afforded to Plan beneficiaries, including, but not limited to, the rules regarding the right to designate a beneficiary for death benefit purposes and the right to direct Plan investments, only to the extent permitted under the provisions of the Plan.

9. **Form of Payment to Alternate Payee:** The Alternate Payee shall be eligible to receive his or her benefit in any form available under the Plan.
10. **Commencement of Payments to Alternate Payee:** After the Order is determined to be a QDRO, the Alternate Payee may, upon written application to the Fund, elect to receive his or her benefit payment as soon as permissible under the terms of the Plan.
11. **Death of the Alternate Payee:** The Alternate Payee may designate a beneficiary to receive any benefits in the Alternate Payee's account that have not been distributed at the time of the Alternate Payee's death. If the Alternate Payee has not made a valid beneficiary designation under the rules of the Plan, then the remaining benefit will be distributed under the provisions of the Plan.
12. **Death of the Participant:** The death of the Participant before the Alternate Payee shall not impact the right of the Alternate Payee to a portion of the Participant's account, as described herein. If the Participant dies before receiving a distribution of his account, his account balance will be distributed in accordance with his beneficiary designation and the terms of the Plan.
13. **Savings Clause:** This Order is not intended, and shall not be construed in such a manner as to require the Fund to:
  - a. provide any type or form of benefits or any option not otherwise provided under the Plan;
  - b. provide increased benefits to the Alternate Payee;
  - c. pay any benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO; or
  - d. make any payment or take any action which is inconsistent with federal or state law, rule, regulation, or applicable judicial decision.
14. **Certification of Necessary Information:** All payments made according to this Order shall be conditioned on the certification by the Alternate Payee and the Participant to the Fund of such information as the Fund may reasonably require from such parties.

15. **Continued Qualified Status of Order:** The parties intend that this QDRO continue to qualify as a QDRO, as it may be amended from time to time, and that the Fund shall reserve the right to reconfirm the qualified status of the Order at the time benefits become payable hereunder.

16. **Parties Responsibilities in Event of Error:** If the Fund inadvertently pays the Participant any benefits that are assigned to the Alternate Payee according to the terms of this Order, the Participant shall immediately reimburse the Alternate Payee to the extent that the Participant has received such benefit payments by paying such amounts directly to the Alternate Payee within ten (10) days of receipt.

If the Fund inadvertently pays the Alternate Payee any benefits that are to remain the sole property of the Participant according to the terms of this Order:

a. If the Participant has experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately reimburse the Participant to the extent that the Alternate Payee has received such benefit payments by paying such amounts directly to the Participant within ten (10) days of receipt.

b. If the Participant has not experienced a distributable event under the terms of the Plan, the Alternate Payee shall immediately return such overpayment to the Fund within ten (10) days of receipt.

17. **Effect of Plan Termination:** In the event of a Fund termination, the Alternate Payee shall be entitled to receive his or her portion of the Participant's benefits as stipulated herein, under the Plan's termination provisions for participants and beneficiaries.

18. **Continued Jurisdiction:** The Court retains jurisdiction over this matter to amend this Order to establish or maintain its status as a qualified domestic relations order, as amended and the original intent of the parties as stipulated herein. The Court shall also retain jurisdiction to enter such further orders as are necessary to enforce the assignment of benefits to the Alternate Payee as set forth herein.

SO ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Judge

\_\_\_\_\_  
Fund Participant

\_\_\_\_\_  
Attorney for Participant/Address

\_\_\_\_\_  
Alternate Payee

\_\_\_\_\_  
Attorney for Alternate Payee/Address